

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BERNADO NAVA, *individually and on behalf of others*
similarly situated,

Plaintiff,

- against -

LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS
SARANTOPOULOS and GEORGE KALOGERAKOS,

Defendants.

X

Index No.:

21-CV-00016 (RA)

**SETTLEMENT AGREEMENT
AND RELEASE**

X

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff, BERNADO NAVA, on the one hand, and Defendants, LAGADA CORP. (D/B/A RITZ DINER) (hereafter referred to as "Ritz Diner"), DIMITRIOS SARANTOPOULOS and GEORGE KALOGERAKOS (hereafter referred to as "Kalogerakos"), (collectively referred to as the "Defendants"), on the other hand.

WHEREAS, Plaintiff alleges that he worked for Defendants as an employee; and

WHEREAS, a dispute has arisen regarding Plaintiff's alleged employment and the terms thereof, which dispute has resulted in the filing of herein action (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Consideration**: Defendants Ritz Diner and Kalogerakos (the "Paying Defendants") shall pay or cause to be paid to Plaintiff, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of all claims Plaintiff had against Defendants in the Litigation through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff, the gross sum of **Forty Thousand Dollars and No Cents (\$40,000.00)** (the "Settlement Amount") to be paid to Plaintiff's attorneys in eighteen ("18") installments.

(a) Installment One: Within thirty (30) days after the Court dismisses this Action with

prejudice, the Paying Defendants will deliver to Plaintiff's counsel CSM Legal, P.C, to the attention of Catalina Sojo, Esq., of CSM Legal, P.C. a check for Six Thousand Dollars and No Cents (\$6,000.00) payable to CSM Legal, P.C. CSM Legal, P.C. will be responsible for disbursing the funds to Plaintiff.

- (b) Thereafter, the remainder of the Settlement Sum (i.e., \$34,000) shall be paid by the Paying Defendants in Seventeen (17) equal monthly installments of Two Thousand Dollars and No Cents (\$2,000.00), payable on the same day of the first month following the payment of the first payment detailed under paragraph 1 (a) herein (e.g. if the first payment is made on May 15, 2022, then the second payment is due on June 15, 2022), and continuing on the same day of each of the subsequent seventeen (17) months.

Prior to receipt of any payment, Plaintiff's counsel and plaintiff shall provide a duly executed W-9 form to the Paying Defendants' counsel, so that a 1099 form may be sent to each payee as required by the Paying Defendants. Should any payments be delayed pending receipt of a form W-9, those payments shall be issued within ten days (10) days of the delivery of the form to Defendant's counsel.

Concurrently with the execution of this Agreement, the Paying Defendants shall each execute and deliver to Plaintiff's counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto within Exhibit "A". The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiff's counsel and will not be entered and/or filed at any time other than (i) in the event that the Paying Defendants fail to make any of the installment payments as set forth above, and (ii) the Paying Defendants fail to cure such default within ten (10) days of receipt of written notice to be emailed to the Paying Defendants' Counsel by email to **Michael P. Giampilis**, Law Offices of Michael P. Giampilis, P.C., 2 Supreme Ct. Smithtown, NY 11787 at mgiamplis@giampilislaw.com .

- (c) All payments shall be delivered to the office of CSM Legal, P.C. to the attention of Catalina Sojo, Esq., 60 East 42nd Street, Suite 4510, New York, NY 10165.
- (d) Plaintiff shall be solely responsible for the payment of any taxes owed as a consequence of the Paying Defendants' payment of the Settlement Amount, except for the employer's portion of any employer paid tax associated with such payments. Plaintiff understands that the Defendants make no representation or guarantee as to the tax consequences of the payment of the Settlement Amount. Plaintiff also hereby agrees to indemnify and hold harmless the Defendants in connection with any tax liabilities and/or interest, penalties, or costs that may be incurred by Plaintiff for any failure by them to properly report the payment.
- (e) The Parties are entering into this Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Plaintiff agrees that she will not seek any further consideration from any Defendants, including any monetary payment, beyond that which is set forth in this paragraph. Plaintiff agrees to dismiss the Litigation with prejudice by submitting this Agreement and a Stipulation and Order of Dismissal with prejudice to the Court for approval upon the full execution of the Agreement and a Stipulation and Order of Dismissal with prejudice. Further, Plaintiff agrees to file any other or further documentation necessary to dismiss the Action with prejudice. A copy of the Stipulation of Dismissal with Prejudice is attached hereto as Exhibit "B."

2. **Release and Covenant Not to Sue:** Plaintiff hereby expressly waives, releases, and discharges any and all claims that they had against Defendants, or any of Defendants' respective owners, officers, directors, agents, attorneys, employees or representatives, or their successors in interest, arising out of or in connection with this Litigation and the Federal and New York State wage and hour claims made therein.

3. **No Admission of Wrongdoing:** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. **Modification of the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendants.

5. **Acknowledgments:** Plaintiff acknowledges that: they have been fully and fairly represented by counsel in this matter. Plaintiff and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. **Notices:** Notices required under this Agreement shall be in writing, by email, and shall be deemed given upon electronic transmission thereof. Notice hereunder shall be delivered, by email, to:

To Plaintiff:

Ramsha Ansari, Esq.
CSM LEGAL, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: bryan@csm-legal.com

To the Paying Defendants:

Michael P. Giampilis

Law Offices of Michael P. Giampilis, P.C.
2 Supreme Ct. Smithtown, NY 11787
516-739-5838
Fax: 631-406-6437
mgiampilis@giampilislaw.com

To Pro Se Defendant Dimitrios Sarantopoulos:

Dimitrios Sarantopoulos
420 East 88th Street, Apt. 3B
New York, NY 10028-6478
Sarantopoulos40@msn.com

7. **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

8. **Enforceability:** If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement.

9. **Release Notification:** Plaintiff discussed the terms of this Agreement and release of claims with his legal counsel and Plaintiffs acknowledge that they have consulted with Ramsha Ansari, Esq. of CSM Legal, P.C., Plaintiff acknowledges that it is his choice to waive any claims in return for the benefits set forth herein and that he made his decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his attorneys. Plaintiff confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understand the terms of his Agreement and that he is signing this Agreement voluntarily.

10. **Entire Agreement.**

(a) This Agreement represents the complete understanding between the parties with respect to all claims under the FLSA, NYLL, or any other wage and hour law, that Plaintiff has or may assert against Defendants and shall be interpreted under New York law, without regard to its conflict or choice of laws provisions;

(b) This Agreement is the product of mutual negotiations amongst the parties with the assistance of counsel and shall not be construed against any party as the primary author of the Agreement; and

(c) Plaintiff acknowledges that he has not relied on any representation, promise, or agreement of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

11. **Attorneys' Fees and Costs.** It is agreed that each party shall bear its own costs and attorneys' fees incurred in negotiating and preparing this Agreement except as otherwise specifically enumerated above.

12. **Fair Meaning:** The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted it.

13. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile or electronic transmission.

PLAINTIFF:



BERNANRDO NAVA

April 29, 2022

Dated: _____

DEFENDANTS:

LAGADA CORP. (D/B/A RITZ DINER)

Dated: _____

BY: GEORGE KALOGERAKOS

Dated: _____

GEORGE KALOGERAKOS

DIMITRIOS SARANTOPOULOS

Dated: _____

13. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile or electronic transmission.

PLAINTIFF:

BERNANRDO NAVA

Dated: _____


DEFENDANTS:

LAGADA CORP. (D/B/A RITZ DINER)



BY: GEORGE KALOGERAKOS

Dated: 5-12-22



GEORGE KALOGERAKOS

Dated: 5-12-22



DIMITRIOS SARANTOPOULOS

Dated: 5-10-22

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
BERNADO NAVA, *individually and on behalf of others*
similarly situated,

Plaintiff,

- against -

LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS
SARANTOPOULOS and GEORGE KALOGERAKOS,

Defendants.
----- X

Index No.:

**AFFIDAVIT OF CONFESSION
OF JUDGMENT**

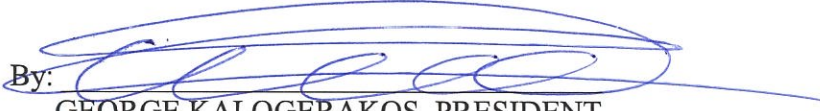
STATE OF NEW YORK)
 : ss.:
COUNTY OF New York)

GEORGE KALOGERAKOS, being duly sworn, deposes and says:

1. I, George Kalogerakos, am the President of LAGADA CORP. (D/B/A RITZ DINER) (the "Ritz Diner") and I am duly authorized to make this affidavit of confession of judgment on behalf of Ritz Diner.
2. Ritz Diner maintains its principal place of business located at 1133 1st Avenue, New York, NY 10065.
3. Pursuant to the terms of a Settlement Agreement and Release by and between Plaintiff, BERNANRDO NAVA, ("Plaintiff") on the one hand, and Defendants, LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS SARANTOPOULOS and GEORGE KALOGERAKOS (Collectively, "Defendants") on the other hand, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against Ritz Diner in favor of Plaintiff for the sum of Forty Thousand Dollars (\$40,000.00) (less any payments made under the settlement agreement).
4. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Forty Thousand Dollars and Zero Cents (\$40,000.00) to Plaintiff. The amount of this affidavit of confession of judgment represents the settlement amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), plus liquidated damages under the Federal Fair Labor Standards Act and New York Labor Law and New York state implementing regulations and wage orders and which were waived as part of the Settlement Agreement, in the amount of Twenty Thousand Dollars and Zero cents (\$20,000.00), for a total of Sixty Thousand and Five Hundred Dollars and Zero cents, (\$60,000.00).

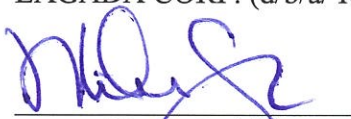
5. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendant Ritz Diner, including, without limitation, the terms and provisions of the Settlement Agreement.
6. I hereby represent my understanding that upon Defendant Ritz Diner's breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York County of New York as a judgment for Sixty Thousand Dollars and Zero (\$60,000.00) (less any payments made under the settlement agreement), against Ritz Diner.

LAGADA CORP. (d/b/a/ Ritz Diner)

By: 
GEORGE KALOGERAKOS, PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF New York

On May 12, 2022, before me personally came GEORGE KALOGERAKOS, to me known, who, by me duly sworn, did depose and say that deponent resides in Kings County, that deponent is the President of LAGADA CORP. (d/b/a/ Ritz Diner) the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of LAGADA CORP. (d/b/a/ Ritz Diner) and was authorized to do so.


Notary Public

MICHAEL P. GIAMPILIS
Notary Public, State of New York
No. 02GI6086632
Qualified In Queens County
Commission Expires January 27, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
BERNADO NAVA, *individually and on behalf of others*
similarly situated,

Plaintiff,

- against -

LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS
SARANTOPOULOS and GEORGE KALOGERAKOS,

Defendants.
----- X

Index No.:

**AFFIDAVIT OF CONFESSION
OF JUDGMENT**

STATE OF NEW YORK)
 : ss.:
COUNTY OF *New York*)

I, GEORGE KALOGERAKOS, being duly sworn, deposes and says:

1. I, George Kalogerakos, am the President of LAGADA CORP. (D/B/A RITZ DINER) (the "Ritz Diner") and I am duly authorized to make this affidavit of confession of judgment on behalf of Ritz Diner.
2. Ritz Diner maintains its principal place of business located at 1133 1st Avenue, New York, NY 10065.
3. Pursuant to the terms of a Settlement Agreement and Release by and between Plaintiff, BERNANRDO NAVA, ("Plaintiff") on the one hand, and Defendants, LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS SARANTOPOULOS and GEORGE KALOGERAKOS, (collectively, Defendants), on the other hand, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against GEORGE KALOGERAKOS, in favor of Plaintiff for the sum of Forty Thousand Dollars (\$40,000.00) (less any payments made under the settlement agreement).
4. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants Ritz Diner and myself are to submit a total sum of Forty Thousand Dollars and Zero Cents (\$40,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), plus liquidated damages under the Federal Fair Labor Standards Act and New York Labor Law and New York state implementing regulations and wage orders and which were waived as part of the Settlement Agreement, in the amount of Twenty Thousand Dollars and Zero cents (\$20,000.00), for a total of Sixty Thousand and Five Hundred Dollars and Zero cents (\$60,000.00).

5. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of myself, including, without limitation, the terms and provisions of the Settlement Agreement.
6. I hereby represent my understanding that upon my breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York County of New York as a judgment for Sixty Thousand Dollars and Zero (\$60,000.00) (less any payments made under the settlement agreement), against GEORGE KALOGERAKOS.

By: _____

GEORGE KALOGERAKOS

Sworn to before me this

12th day of May 2022

Michael P. Giampilis
Notary Public

MICHAEL P. GIAMPILIS
Notary Public, State of New York
No. 02GI6086632
Qualified In Queens County 23
Commission Expires January 27, 2023

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
BERNADO NAVA, *individually and on behalf of others* : Index No.:
similarly situated, : 21-CV-00016 (RA)
: :
: :
Plaintiff, : :
: :
- against - : :
: :
LAGADA CORP. (D/B/A RITZ DINER), DIMITRIOS : :
SARANTOPOULOS and GEORGE KALOGERAKOS, : :
: :
Defendants. : :
----- X

STIPULATION OF DISMISSAL WITH PREJUDICE

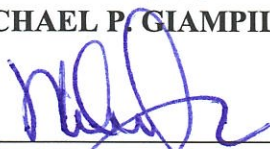
IT IS HEREBY STIPULATED AND AGREED by and between the parties in the above captioned action through their undersigned counsel that, in accordance with Rule 41(a)(2) of the Federal Rules of Civil Procedure, the Complaint in the above-captioned action and all claims alleged therein to be dismissed with prejudice, with each party to bear their own fees and costs; and that Plaintiffs are precluded from bringing any further claims under the Fair Labor Standards Act or New York Labor Law, or any federal, state or local law, for unpaid wages, including overtime pay, for the period set forth in Plaintiff's Complaint.

IT IS HEREBY FURTHER STIPULATED AND AGREED that this Court shall retain jurisdiction to enforce the parties' Settlement Agreement.

CSM LEGAL, P.C.

By: Ramsha Ansari
Ramsha Ansari, Esq.
60 E. 42nd Street, Suite 4510

**LAW OFFICES OF
MICHAEL P. GIAMPILIS, PC**

By: 
Michael P. Giampilis, Esq.
2 Supreme Court

New York, New York 10165
Tel.: (212) 317-1200
Attorneys for the Plaintiff

Smithtown, New York 11787
Tel: (516) 739-5838
*Attorney for Defendants LAGADA CORP.
(D/B/A RITZ DINER) and GEORGE
KALOGERAKOS*



By; Dimitrios Sarantopoulos

SO ORDERED

DATED this ____ day of _____, 2022

**HONORABLE RONNIE ABRAMS
UNITED STATES DISTRICT JUDGE**